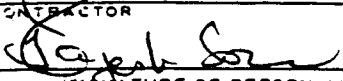
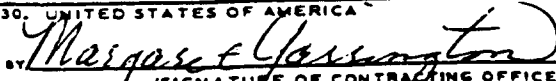


AWARD/CONTRACT				1. PAGE 1 OF			
2. PROC INSTRUMENT ID NO. (PIIN) F33657-95-D-2965	3. EFFECTIVE DATE 27 SEP 1995	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	5. CERTIFIED FOR NATIONAL DEFENSE UNDER SDC D0-C9 REG 2/DMD REG 1 RATING				
6. ISSUED BY USAF/AFMC AERONAUTICAL SYS CENTER, BLDG 16 2275 D STREET SUITE 21 WRIGHT-PATTERSON AFB OH 45433-7238 BUYER: CAPT DARRELL W. WOODS, ASC/PKGA (513) 255-6134	CODE FA8602	7. ADMINISTERED BY DCAMO DAYTON GENTILE STATION 1001 HAMILTON ST DAYTON, OH 45444-5300	CODE S3605A PAS: None				
8. CONTRACTOR NAME AND ADDRESS MODERN TECHNOLOGIES CORPORATION 4032 LINDEN AVENUE DAYTON, OH 45432	CODE 9J721	FACILITY CODE MAILING DATE FOR MULTIPLE FACILITIES SEE SECT "G" SEP 27 1995 DUPLICATE ORIGINAL	9. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN 10. DISCOUNT FOR PROMPT PAYMENT NET 1 ST 2 DAYS DAYS 2 NO 2 DAYS IF "9" SEE SECT "B" 3 NO 2 DAYS				
11. AUTHORIZED RATE A. PROGRESS PAY B. RECOUP % %	12. CONTRACT PERCENT FEE %	13. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO-JNF/NEW DOMINION P. O. BOX 182041 COLUMBUS, OH 43218-2041	CODE SC1018 IF "9" FOR MULTIPLE DISBURSING OFFICES, SEE SECT "G"				
14. PURCHASE OFFICE POINT OF CONTACT ASV/A6F/AAM	15. SVC/AGENCY USE	16. TYPE CONTRACTOR B	17. SECURITY A. CLASS S B. DATE OF DD 254 94 JUL 29				
18. CONTRACT ADMINISTRATION DATA A. FAST PAY (1) KIND (2) TYPE 6 9 B. CONTRACT C. ABSTRACT RECIP D. SPL CONT E. CONT ADMIN PROVISIONS FUNC LMT	19. (RESERVED)	20. DATE SIGNED	21. SURV CRIT C 22. TOTAL AMOUNT \$ 16,000,000.00				
23. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION NOT USED <input type="checkbox"/> PURSUANT TO 10 USC 2304(C) <input type="checkbox"/> 41 USC 253(C) SEE PAGES 2 AND 3							
24. TABLE OF CONTENTS (The following sections marked "X" are contained in the contract.)							
(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/COSTS				PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH	
	C	DESCRIPTION/SPECS/WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFER	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
CONTRACTING OFFICER WILL COMPLETE BLOCK 25 OR 29, AS APPLICABLE							
25. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified herein for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				29. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number F33657-94-R-0024 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed herein. This award consummates the contract which consists of the following documents (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
26. CONTRACTOR BY  (SIGNATURE OF PERSON AUTHORIZED TO SIGN)				30. UNITED STATES OF AMERICA BY  (SIGNATURE OF CONTRACTING OFFICER)			
27. NAME AND TITLE OF SIGNER (TYPE OR PRINT) RAJESH K. SOIN		28. DATE SIGNED 950809		31. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) MARGARET YARRINGTON		32. DATE SIGNED 27 SEP 1995	

SECTION A- SOLICITATION, OFFER AND AWARD (Cont'd)

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SECTION B - SUPPLIES/SERVICES AND PRICES

CLIN Summary

In consideration of the work to be performed in CLIN 0001 and as supported by CLINs 0002, 0003, 0004, and 0005 the following contract types and price structures shall apply. For CLINs 0001, 0003, and 0004 a Time-and-Materials type contract is applicable with pre-negotiated composite labor rates for CLIN 0001. The price of CLIN 0002 will be included in the price of CLIN 0001. CLIN 0005 is a cost reimbursement line item with G&A rates applicable to these costs. The basic contract sets forth the pre-negotiated labor rates for the five year period of performance. Provisional Burden & G&A rates for CLINs 0003, 0004, and 0005 will be negotiated for individual delivery orders. The basic contract has a ceiling price of \$16,000,000.00 for which the cumulative price of the delivery orders shall not exceed. Each individual delivery order will establish a ceiling price for the work to be performed under that order.

<u>Item No</u>	<u>Supplies/Services</u>	<u>Quantity</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
0001	Info CLIN noun: SPECIALIZED COMPTROLLER FUNCTIONAL SUPPORT type contract: Y		Sec Class: U

descriptive data:

The Contractor shall provide financial management/comptroller support in accordance with the Statement of Work (SOW), dated 02 Aug 1994, ATC SECTION J hereof, and as more specifically defined in individual Task Orders as pursuant to FAR 52.216-18 and Special Contract Requirement H-013. Payment for the work called for herein shall be made in accordance with the rates set forth in ATCH NR 3, SECTION J hereof.

The Office of the Government Task Monitor as set forth in SECTION G of each Task Order is hereby designated as the point for final inspection, acceptance, and F. O. B. by the Government.

The Contractor shall deliver/perform the Item(s) called for hereunder in accordance with the Line Item(s) set forth in individual Delivery Orders. The abbreviation "U" as may be used hereunder means either "Unknown" or "To Be Determined." The abbreviation "ARO", if used hereunder, means "after receipt by the Contractor of an executed copy of this contract." The abbreviation "ASREQ" as may be used hereunder means "As Required Herein."

The Contract Period of Performance shall be complete 1825 days after receipt by Contractor of an executed copy of the contract. Specific delivery requirements shall be set forth on individual delivery orders issued hereunder.

SECTION B - SUPPLIES/SERVICES AND PRICES (cont'd)

<u>Item No</u>	<u>Supplies/Services</u>	<u>Quantity</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
----------------	--------------------------	--------------------------------------	---

0002	Info CLIN noun: DATA-EXHIBIT A type contract: Y	Sec Class: U	
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descriptive data:

The Contractor shall provide Data in accordance with Contract Data Requirements, DD Form 1423, designated EXHIBIT A, SECTION J hereof. Exhibit A data items may be incorporated into individual delivery orders at the option of the Office of the Government Task Monitor. This item is not separately priced (NSP). The price of this Item is included in Line Item 0001.

Inspection and acceptance of data shall be in accordance with the Contract Data Requirements List (CDRLs) attached to individual Delivery Orders, as implemented by DOD 5010.12-M dated 14 May 93, and as supplemented by AFMC Supplement 1, dated 29 November 1984, and by ASC Supplement 1, dated 14 Jun 1986. In those instances where the symbol "LT" appears in the block which would otherwise designate the point for final inspection and acceptance, the place for such final inspection and acceptance shall be at the office designated as the "Office of the Government Task Monitor".

Data shall be delivered in accordance with the requirements in the CDRL package and set forth on individual Delivery Orders.

<u>Item No</u>	<u>Supplies/Services</u>	<u>Quantity</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
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0003	Info CLIN noun: MATERIALS type contract: Y	Sec Class: U	
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descriptive data:

The Contractor shall provide materials required in support of the performance of Item 0001 above, pursuant to Special Contract Requirement H-011 hereof.

The Provisional Burden Rate applicable to this Line Item will be negotiated for individual delivery orders.

The Office of the Government Task Monitor as set forth in SECTION G of each Task Order is hereby designated as the point for final inspection, acceptance and F. O. B. by the Government.

The Contractor shall deliver/perform the Item(s) called for hereunder in accordance with the Line Item(s) set forth in individual Delivery Orders. The abbreviation "U" as may be used hereunder means either "Unknown" or "To Be Determined." The abbreviation "ASREQ" as may be used hereunder means "As Required Herein." The abbreviation "ARO" if used hereunder, means "after receipt by the Contractor of an executed copy of this contract.

The Contract Period of Performance shall be complete 1825 days after receipt by the Contractor of an executed copy of the contract. Specific delivery requirements shall be set forth on individual delivery orders issued hereunder.

SECTION B - SUPPLIES/SERVICES AND PRICES (cont'd)

<u>Item No</u>	<u>Supplies/Services</u>	<u>Quantity</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
0004	Info CLIN noun: SUBCONTRACTING type contract: Y	Sec Class: U	

descriptive data:

The Contractor shall provide subcontracting required in support of the performance of Item 0001 above, pursuant to special Contract Requirement H-011 hereof.

The Provisional Burden Rate applicable to this Line Item will be negotiated for individual delivery orders.

The Office of the Government Task Monitor as set forth in SECTION G of each Task Order is hereby designated as the point for final inspection, acceptance and F. O. B. by the Government.

The Contractor shall deliver/perform the Item(s) called for hereunder in accordance with the Line Item(s) set forth in individual Delivery Orders. The abbreviation "U" as may be used hereunder means either "Unknown" or "To Be Determined." The abbreviation "ASREQ" as may be used hereunder means "As Required Herein." The abbreviation "ARO" if used hereunder, means "after receipt by the Contractor of an executed copy of this contract.

The Contract Period of Performance shall be complete 1825 days after receipt by the Contractor of an executed copy of the contract. Specific delivery requirements shall be set forth on individual delivery orders issued hereunder.

<u>Item No</u>	<u>Supplies/Services</u>	<u>Quantity</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
0005	Info CLIN noun: TRAVEL AND COMPUTER SERVICES type contract: S	Sec Class: U	

descriptive data:

The Contractor shall provide Travel and Computer Services required in the performance of Items 0001 and 0003 above, pursuant to Special Contract Requirement H-011 hereof.

The Provisional G&A Rate applicable to this Line Item will be negotiated for individual delivery orders.

The Office of the Government Task Monitor as set forth in SECTION G of each Task Order is hereby designated as the point for final inspection, acceptance and F. O. B. by the Government.

SECTION B - SUPPLIES/SERVICES AND PRICES (cont'd)

The Contractor shall deliver/perform the Item(s) called for hereunder in accordance with the Line Item(s) set forth in individual Delivery Orders. The abbreviation "U" as may be used hereunder means either "Unknown" or "To Be Determined." The abbreviation "ASREQ" as may be used hereunder means "As Required Herein." The abbreviation "ARO" if used hereunder, means "after receipt by the Contractor of an executed copy of this contract.

The Contract Period of Performance shall be complete 1825 days after receipt by the Contractor of an executed copy of the contract. Specific delivery requirements shall be set forth on individual delivery orders issued hereunder.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

A. ASC Clauses & Other Approved Text

- 5352.215-9300 INCORPORATION OF REFERENCED DOCUMENTS (APR 1984)

All specifications, exhibits, drawings or other documents which are referred to in this contract, whether or not attached, are incorporated herein by reference.

C-254 GUARANTEED FINAL REPORT (APR 1984)

In the event the Contractor is unable to complete the entire study as specified in the contract because the cost of completion would be in excess of the funds allotted to the contract, the Contractor agrees, notwithstanding any other clauses of this contract, to furnish a final report as stipulated in the Statement of Work (SOW) covering the work accomplished without any increase in the amount of funds allotted hereunder.
(ccc: ASC 992-006)

The work to be performed will be in accordance with the Statement of Work set forth in SECTION J and as stated in SECTION B. Specific work requirements will be identified on individual Delivery Orders.

SECTION D- PACKAGING AND MARKING

Specific packaging and marking requirements will be identified on individual Delivery Orders.

SECTION E- INSPECTION AND ACCEPTANCE CLAUSES

A. NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CLAUSES

- 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (APR 1984)
- 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)
- 52.246-6 INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)

SECTION E- INSPECTION AND ACCEPTANCE CLAUSES (cont'd)

II Defense FAR Sup Clauses in Full Text

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

III. AFMC FAR SUP CLAUSES IN FULL TEXT

5352.246-9000 MATERIAL INSPECTION AND RECEIVING REPORT (JAN 1993)

(a) As specified by DFARS, Appendix F, Table 2, a copy of DD Forms 250 shall be forwarded to the following address:

(1) Forward the purchasing office copy to ASC/FM.

(2) For shipments involving Military Assistance Program (MAP), Grant Aid (GA), or Foreign Military Sales (FMS) requirements, an additional copy shall be sent to ASC/FM.

(3) Additional distribution of DD Forms 250 is to be made to the following address(es).

ASC/PKGA, Bldg 16
2275 D Street, Suite 21
WPAFB, OH 45433-7238
(Final DD Form 250 for each order only)

(b) These special instructions shall be included in any subcontract hereunder where the items purchased from the subcontractor are to be shipped directly to the U. S. Government or to a foreign destination.

(c) If delivery of MAP, GA, or FMS items to foreign destinations is required, the copies of DD Forms 250 required by DFARS, Appendix F, Table 2, shall be forwarded to the "ship to" address designated in the contract.

SECTION F- DELIVERIES OR PERFORMANCE CLAUSES

A. NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CLAUSES

52.212-13 STOP WORK ORDER (AUG 1989)
52.247-34 F.O.B. DESTINATION (NOV 1991)
52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY
(APR 1984)

SECTION G - CONTRACT ADMINISTRATION DATA

PURCHASE REQUEST & INITIATOR: ASC/FMP

This information shall be specified on individual Delivery Orders issued hereunder.

A. ASC Clauses & Other Approved Text

G-001

PAYMENT/FUNDING INFORMATION (APR 1984)

FINANCE OFFICER - Send payment for Contractor invoices to the following remittance address when block 15c of the SF33 is checked.

(Offeror must insert proper address if applicable)

MODERN TECHNOLOGIES CORPORATION
C/O NATIONAL CITY BANK
P.O. BOX 2005
DAYTON OH 45401-2005

Accounting Classification Data will be set forth on each Delivery Order.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

A. AF FAR SUPPLEMENT CLAUSES IN FULL TEXT

5352.210-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES
(ODS) IN AIR FORCE PROCUREMENTS (OCT 1994)

(a) It is the Air Force policy to preserve mission readiness while minimizing dependency on Class I Ozone Depleting Substances (ODS), and their release into the environment, to help protect the Earth's stratospheric ozone layer.

(b) Unless a specific waiver has been approved, Air Force procurements:

(1) May not include any specification, standard, drawing or other document that requires the use of a Class I ODS in the design, manufacture, test, operation, or maintenance of any system, subsystem, item, component or process; and

(2) May not include any specification, standard, drawing or other document that establishes a requirement that can only be met by use of a Class I ODS;

(c) For the purposes of the Air Force policy, the following are Class I ODS:

(1) Halons: 1011, 1202, 1211, 1301 and 2402

(2) Chlorofluorocarbons (CFC): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503.

(3) Other controlled substances: Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

(d) The Air Force has reviewed the requirements specified in this contract to reflect this policy. Where considered essential, specific approval has been obtained to required use of the following substances:

<u>Substance</u>	<u>Application/Use</u>	<u>Quantity (lbs)</u>
None		

(e) To assist the Air Force in implementing this policy, the offeror/contractor is encouraged, but not required, to notify the contracting officer if any Class I ODS not specifically listed above, is required in the performance of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)**B. AFMC FAR Supplement Clauses in Full Text**

5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (JUL 1992)
(Alternates II, III, IV, V and VI (ALL ALTERNATES Jul 1992))

(a) To prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions, the Contractor will be restricted as set forth in subparagraph (c).

(b) The following descriptions or definitions apply:

(1) "Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

(2) "Technical Direction" means developing work statements, determining parameters, directing other contractors' operations, or resolving technical controversies.

(3) "Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

(4) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

(5) "System" means the system that is the subject of this contract.

(6) "System Life" means all phases of the system's development, production or support.

(7) "Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

(c) The following rules apply:

(1) The Contractor under the terms of this contract, through the performance of delivery orders will either (i) prepare or assist in preparing a work statement for use in competitively acquiring systems, major components of the system, or services, or (ii) provide material leading directly, predicatably and without delay to such a work statement. Moreover, the contractor may not supply systems, major components of the system, or services growing out of their support provided under delivery orders under this contract as either the prime or subcontractor unless the contractor becomes the sole source, has participated in the design or development work, or more than one contractor has participated in preparing the work statement. This restriction shall apply for a period of three years from completion of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

(2) The Contractor will participate in advisory and assistance services as well as in technical evaluation of other contractor's proposals or products. To ensure objectivity, the Contractor is precluded from award of any supply or service contract or subcontract for the system or its major components that is the subject of an individual delivery order. This restriction shall be effective for a period of three years after the completion date of this contract. This does not apply to other technical evaluations or consulting work concerning the system.

(3) The Contractor will gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (1) protect other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (2) refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restriction.

-- (d) The Contractor agrees to accept and to complete all issued task orders, and not to contract with Government prime contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

(e) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work related to this contract, unless excused in writing by the Contracting Officer.

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SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

5352.245-9000 BASE SUPPORT (JUL 1992)
 ALTERNATE I (JUL 1992)

Base support will be provided by the Government to the Contractor in accordance with the provisions of this clause. Failure by the Contractor to comply with the provisions of this clause will release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the provisions of this clause, an equitable adjustment will be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract will be performed. All Government property in the possession of the Contractor, provided through the base support clause, will be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support will be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract will be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract Schedule, support will be provided on a no-charge-for-use basis and the value will be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government furnished property (GFP) or nonavailability of support stipulated by the contract Schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it will be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities will not be purchased under this clause. Additionally, the Contractor (or authorized representative) will not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

(e) Following are installations where base support will be provided:

* WRIGHT PATTERSON AFB, OHIO

(f) The Government support to be furnished under this contract is

*To Be Identified On Individual Delivery Orders. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with the Base Support clause.

(g) When this contract is a cost, cost-reimbursement, time-and-material, or labor-hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred, if the Government determines that property is available at, or through any Air Force installation where this contract will be performed. Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.

C. ASC Clauses & Other Approved Text

-- 5352.204-9300 FOREIGN NATIONALS AND SOURCES (SEP 1994)

(a) For the purpose of this special contract requirement, foreign nationals are all persons not citizens of, or immigrant aliens to, the United States (US). Nothing in this special contract requirement is intended to waive requirements imposed by any other US Government agency with respect to employment of foreign nationals or export control.

(b) The contractor acknowledges that equipment/technical data generated or delivered in performance of this contract may be controlled by the International Traffic in Arms Regulation (ITAR), 22 CFR Sections 120-130, and may require an export license before granting foreign nationals access to any equipment/technical data generated or delivered in performance of this contract (see 22 CFR Section 123). The contractor agrees to notify the Contracting Officer (CO) 10 working days prior to applying for an export license or to assigning or granting access to any work, equipment or technical data generated or delivered in performance of this contract. This notification will include the name and country of origin of the foreign national, the specific work, equipment or data to which the person will have access, and whether the foreign national is cleared to have access to technical data (Reference: DODR 5220-22, Industrial Security Manual for Safeguarding Classified Information).

(c) The above requirements shall not be construed as an application for an export license nor shall they in any way be interpreted to impede the contractors right to apply for an export license. However, if the CO disagrees with the application, the contractor will be notified.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

5352.204-9305

TELEPHONE COMSEC MONITORING (FEB 1988)

All communications with Department of Defense (DOD) organizations are subject to communications security (COMSEC) review. Contractor personnel will be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to, or receive a call from, a USAF organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

H-009

LABOR CATEGORY DESCRIPTIONS AND QUALIFICATIONS (DEC 1994)

- (a) The Contractor shall be responsible for selecting personnel who are well qualified to perform the required efforts, supervising techniques used in their work, and for keeping them informed of all improvements, changes and methods of operations.
- (b) The Contractor shall select, supervise and exercise control and direction over its employees under this contract. The Contractor shall not supervise, direct or control the activities of Air Force personnel. Except as may be otherwise expressly specified herein, the Contractor shall provide all necessary administrative and other support to its employees.
- (c) The Contractor shall do everything possible to insure continuity of effort by using the same personnel throughout the period of a delivery order. However, if a person leaves the employ of the Contractor before the order is complete, an individual of comparable qualifications must be chosen to replace that person.
- (d) The Contractor shall provide the categories of personnel with the minimum education and experience requirements listed below to perform the functions as described in this contract. The descriptions/requirements reflected below represent the minimum acceptable qualifications for Contractor personnel to perform on this contract within each category. Education and experience levels required are contained in each labor category description.

PROJECT MANAGER: Duties are to coordinate the project activities of various project leaders/project teams. This includes front-end team organization, assistance in providing methodology and general project approach concepts, mid-term and final project reviews, overall management of the cost, schedule, and technical competency of multiple projects. Work requires the ability to manage and allocate/prioritize resources for simultaneous projects.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

EDUCATION/EXPERIENCE REQUIREMENT: A Project Manager shall, as a minimum have a Master's degree in business, engineering, operations research, or related fields with 12 years of cost, budget, schedule analysis, operations research or engineering experience, at least four of which involved military equipment. Five of the years must also have been in a management position.

SENIOR ANALYST/(PROJECT LEADER): Duties are to plan, organize, and direct the cost, budget or schedule analysis and/or research efforts of a group of specialists skilled in military operations, engineering, management, programming, pricing, logistics, production and testing. Work requires the technical capability to assess cost, budget and schedule implications of existing and projected technological advances. This encompasses a basic knowledge of statistical techniques, applied mathematics, economics and an engineering discipline.

EDUCATION/EXPERIENCE REQUIREMENT: A Senior Analyst (Project Leader) shall, as a minimum have a Bachelor's degree in business, engineering or related fields with 10 years of cost, budget or schedule analysis, operations research or engineering experience, at least three of which involved military equipment. Two of the years must have been in a leadership/management role. An advanced business or engineering degree may substitute for two years of the experience requirement.

SENIOR ANALYST: Duties are to advise on and perform professional or technical work in cost, budget or schedule analysis and/or research. Work requires the technical capability to assess cost, budget or schedule implications of existing and projected technological advances, as well as being able to evaluate the impact of new and innovative acquisition strategies. This encompasses a basic knowledge of statistical techniques, applied mathematics, economics and an engineering discipline.

EDUCATION/EXPERIENCE REQUIREMENT: A Senior Analyst shall, as a minimum have a Bachelor's degree in business, engineering or related fields with 6 years of cost, budget or schedule analysis, operations research or engineering experience, at least three of which involved military equipment. An advanced degree may substitute for two years of the experience requirement.

JOURNEYMAN ANALYST: Duties are to perform professional or technical work in cost, budget or schedule analysis and/or research. Work requires the technical capability to assess cost and schedule implications of existing and projected technological advances, as well as being able to evaluate the impact of new and innovative acquisition strategies. This encompasses a basic knowledge of statistical techniques, applied mathematics, economics, and an engineering discipline.

EDUCATION/EXPERIENCE REQUIREMENT: A Journeyman Analyst shall, as a minimum have a Bachelor's degree in business, engineering or related fields with 4 years of cost, budget or schedule analysis, operations research or engineering experience in preparing cost, budget or schedule analysis. An advanced business or engineering degree may substitute for two years of the experience requirement.

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

ANALYST: Duties are to perform professional or technical work in cost, budget, or schedule analysis and/or research. Work is normally performed under the direction of a journeyman cost analyst and requires the technical capability to assess cost and schedule implications of existing and projected technological advances. This encompasses a basic knowledge of statistical techniques, applied mathematics, economics, and an engineering discipline.

EDUCATION/EXPERIENCE REQUIREMENT: A analyst shall have at least 2 years of undergraduate credit in business, engineering, or related fields or 3 years of cost, budget, or schedule analysis, operations research or engineering experience in preparing cost, budget or schedule analysis.

PROGRAMMER: Duties include coding equations, logic, etc., in Computer language as required to utilize computers for quantitative analysis work. Duties also require checking out all programs written and proper and complete documentation of work, including assistance in preparation of computer program user's manual.

EDUCATION/EXPERIENCE REQUIREMENTS: A Programmer must have 4 years of full time experience programming digital computers and have a knowledge of computer languages. A Bachelor's degree in any subject may be substituted for 2 years of the experience requirement. A degree in computer science may be substituted for 4 years of the experience requirement.

DATA TECHNICIAN: Duties are to assist analyst by collecting, organizing and maintaining cost, budget, or schedule related data. This includes carrying out literature and reference searches to extract and/or abstract pertinent information from source materials in support of cost analysis activities. Some computer assisted analysis of data is required.

EDUCATION/EXPERIENCE REQUIREMENTS: A data technician shall have a minimum of 2 year of experience in administrating technical or cost information including indexing, cataloging, processing, and abstracting cost or technical information in support of professional personnel. Two (2) years of college credit may be substituted for the experience requirement.

(PKG-94-020)

H-011 PAYMENT PROVISION FOR MATERIAL/COMPUTER SERVICES/TRAVEL/
SUBCONTRACTING (DEC 1994)

(a) Subcontracting (Line Item 0004) (other than subcontractor(s) identified in Item 0001), if required in the performance of orders under this contract, shall be acquired in an expeditious manner. Subcontracting of personnel and/or machines, when essential to provide completeness and continuity of the overall contract efforts, and which cannot be performed by personnel and machinery regularly assigned to the contract, may be utilized and may be directed in the delivery orders issued by the Government. Subcontracting will be utilized only to satisfy the need for unique capabilities or for specialized personnel. The Prime Contractor must obtain prior approval from the Contracting Officer before subcontracting to outside sources. The provisional burden rate will be negotiated for each individual delivery order

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

(b) Materials (Line Item 0003) shall be reimbursed in accordance with the FAR Clause 52.232-7 entitled "Payments Under Time -and-Materials and Labor-Hour Contracts." The applicable provisional Burden rates will be negotiated for each individual delivery order.

(c) Travel and Computer Services (Line Item 0005) shall be reimbursed in accordance with FAR Clause 52.216-7 and 52.216-11 entitled "Allowable Cost and Payment" and "Cost Contract-No Fee," respectively. The provisional G&A rate will be negotiated for each individual delivery order.

(i) Travel by the Prime Contractor or Subcontractor personnel as required in the performance of the efforts set forth in each Delivery Order shall be reimbursed as follows. Air fare and car rental shall be reimbursed at the actual costs incurred subject to reasonableness. Subsistence in the form of meals, lodging and incidental expenses shall be reimbursed at what is considered a reasonable and allowable actual cost only to the extent that they do not exceed on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulation, (FTR), the Joint Travel Regulation (JTR) or the Standardized Regulation, Section 925, as applicable. Mileage will be reimbursed at the rate set forth in the FTR or JTR, as applicable.

(ii) Computer services shall be for use only on the Delivery Order for which they were procured. Computer services shall be authorized when they are required to perform the efforts set forth in individual Delivery Orders. Prior approval by the Government Task Monitor is required for all computer services. Computer hardware and/or software will not be procured under this line item.

(d) Final determination of the provisional rates in (b) and (c) above is under the cognizance of the Administrative Contracting Officer.

(e) The Contractor must maintain records to support acquisition of acquired material, subcontracting, computer services and travel which shall be made available to the Administrative Contracting Officer and/or the Defense Contract Audit Agency (DCAA) Auditor for inspection, acceptance, and approval. All material acquired for which the Contractor is reimbursed hereunder shall become the property of the Government.

(f) The Contractor shall comply with the procedure set forth in Special Provision H-012 for submittal of Certificate of Services.

-- (PKG-94-019)

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

H-012

CERTIFICATE OF SERVICES (DEC 1994)

Certificates of Services- The Contractor shall submit in duplicate a monthly Certificate of Service for authorized expenditures and support for each Delivery Order to the Contract Program Manager. The Certificate of Service shall consist of the negotiated labor classification assigned to this contract and the number of person-hours worked by each negotiated labor classification for the calendar month. The Certificate of Service shall also list the items of cost incurred in accordance with the Contract Line Items 0003, 0004 and 0005. Upon determination by the Contract Program Manager that all services and items stated have been satisfactorily rendered by the Contractor, the following statement declaring acceptability shall be executed on the Certificate of Service:

"I certify the services and items described hereon have been received and are acceptable."

The original signed Certificate of Service shall be forwarded to the applicable Administrative Contracting Officer.

-- (PKG-94-018)

H-013

ORDERS (DEC 1994)

(a) Upon receipt of any Delivery Order issued hereunder by the Contracting Officer (ASC/PKGA), the Contractor, pursuant to such Order, shall furnish to the Government services, materials and data of the type and at the prices set forth in the Schedule. Orders may be issued at the sole option of the Government during the period set forth in the "Ordering" clause hereof. Only contracting officers of ASC/PKG may issue orders under this contract.

(b) A ceiling price shall be established for each delivery order. If the Contractor exceeds this price, it is at his own risk. The Contracting Officer shall require valid and sufficient reasons for any change in the ceiling price. Any changes to the ceiling price will be issued in writing, will set forth any additional obligation incurred by the Government, and shall be signed by the Contracting Officer in advance of the Contractor exceeding the ceiling price.

(c) On-site refers to Contractor personnel working at WPAFB facilities. Off-site refers to Contractor personnel working at their local company facility.

-- (d) Delivery Orders for services and data shall be issued by the Contracting Officer in writing, dated and numbered. They shall set forth (i) the services and data being ordered, (ii) the quantities to be furnished, (iii) delivery or performance dates, (iv) place of delivery or performance, (v) packing and shipping instructions, if any, and (vi) funds obligated. Amendments to Delivery Orders may be issued by the Contracting Officer by written modification thereto. Each Delivery Order will allot specific amounts for Line Items 0001, 0003, 0004 and 0005. Data Requirements, Line Item 0002, is not separately priced (NSP).

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

(e) Upon completion of a Delivery Order, any and all excess funds may be removed by unilateral modification of the contract.

(f) The Government reserves the right to not award a delivery order after requesting a Delivery Order Estimate. The Government shall not be responsible for the Contractor's bid and proposal costs.

(PKG-94-017)

H-014 OFF-DUTY EMPLOYMENT (DEC 1994)

The Contractor agrees that he will not employ any person who is an employee of the United States Government, either civilian or military, without assuring that the employee has complied with the part of DOD 5500.7-R, Joint Ethics Regulation or appropriate Department Regulation pertaining to off-duty employment for Government personnel.

(PKG-94-016)

H-015 DELIVERY ORDER ESTIMATE (DEC 1994)

Delivery Order Estimates shall be submitted in response to a letter request for proposal (letter RFP) which will include a Statement of Work (SOW) identifying the comptroller functional support needed by the Government. Estimates shall be furnished to the Contracting Officer (CO) within five (5) working days from the date of the letter RFP, with a copy to the Air Force Project Manager. Each proposal shall, on its face, identify the contract number, the SOW title and date, and the delivery order number.

(PKG-94-015)

H-016 CONTRACTOR IDENTIFICATION SPECIFICATIONS (DEC 1994)

(a) Resident Contractor personnel (on site Contractor personnel working with ASC facilities on a continuing basis, part-time or full-time) must be recognizable as Contractors while in ASC facilities. This shall be accomplished by the wearing of appropriate badges. It shall be the responsibility of supervisory Contractor personnel to ensure that appropriate identification is worn, and the responsibility of the Gov't Task monitor to ensure that this provision is complied with.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges shall neither supplement base passes nor be regarded as positive identification, but rather shall serve to clearly differentiate between Government and non-government personnel in office and laboratory areas.

(c) Contractors shall be responsible for acquiring an appropriate number of badges to meet their needs.

(PKG-94-014)

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

H-017

CONTRACTOR ACCESS TO MILITARY INSTALLATION (DEC 1994)

The Contractor shall obtain Base Identification passes for all Contractor personnel performing work on the Military Installation as follows:

(a) The Prime Contractor shall submit a written request on company letterhead to the Contracting Officer listing: contract number, location of work site, start/stop dates, names of prime and subcontractor employees needing access to the base. The letter will also specify individuals authorized to sign "Request for Identification Credentials". The Contracting Officer will endorse the request, attach copy of contract cover page, and other pages that provide basic contract performance information, and forward to the Security Police, Pass and Identification Officer responsible for entry to the work site.

(b) Upon termination or completion of the contract or expiration of the identification passes, the prime Contractor must insure that all base identification passes issued to his employees and to subcontractor's employees are returned to the issuing office.

(c) Prior to submitting an invoice for final payment, the prime Contractor shall obtain a clearance certification from the issuing Pass and Identification Office which states all base identification passes have been turned in, accounted for, or transferred to a follow-on contract. This certification shall be attached to the final invoice at the time of submittal for payment.

(d) Failure to comply with these requirements will result in withholding of final payment.

(PKG-94-013)

H-250

GOVERNMENT FURNISHED PROPERTY (APR 1984)

The Government shall furnish to the Contractor for use in the performance of this contract the property set forth below in accordance with the requirements of the "Government Property" clause, SECTION I hereof:

(GFP identified on individual Delivery Orders)
(ccc: ASC-92-011)

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)5352.232-9305 LIMITATION OF GOVERNMENT'S OBLIGATION-TIME AND MATERIALS
(FEB 1988)

(Applies only to CLINs 0001, 0002, 0003 and 0004 of individual delivery orders, when they state they are incrementally funded.)

(a) It is estimated that the total payment to the contractor by the Government for the performance of this contract will not exceed the estimated amount set forth in the schedule, and the contractor agrees to use the best efforts to perform the work specified in the schedule and all obligations under this contract within such estimated amount.

(b) The sum presently available for payment and allotted to this contract, the items covered thereby, and the period of performance which it is estimated the allotted amount will cover are specified in the schedule. It is anticipated that from time to time additional funds will be allotted to this contract up to the full estimated amount. When additional funds are allotted from time to time for continued performance of the work, the parties will agree as to the applicable estimated period of contract performance which will be covered by the funds, and the contract schedule will be amended accordingly. The contractor agrees to perform or have performed work on this contract up to the point at which, in the event of termination of this contract for the convenience of the Government pursuant to the clause of this contract entitled, "Termination (Cost Reimbursement)" the total amount paid and payable by the Government pursuant to paragraph (e) of the clause would, in the exercise of reasonable judgement by the contractor, approximate the total amount at the time allotted to this contract. The contractor will not be obligated to continue performance of the work beyond that point.

(c) The Government will not be obligated to make any payment to the contractor (including payment in respect to subcontracts and termination settlement costs) in excess of the total amount from time to time allotted to this contract. However, when and to the extent that the total amount allotted to this contract has been increased, any invoice or voucher for time or materials with respect to a period prior to the increase, and in excess of the amount previously allotted, will be paid as if the invoice or voucher were for time or materials with respect to a period after the increase in amount allotted.

(d) If funds allotted are considered by the contractor to be inadequate to cover the work to be performed for the period set forth in the schedule; the contractor will notify the contracting officer in writing when within the next 30 days the work will reach a point at which, in the event of termination of this contract for the convenience of the Government pursuant to the clause of this contract entitled "Termination (Cost Reimbursement)," the total amount paid and payable by the Government pursuant to paragraph (e) of the clause will approximate 85 percent of the total amount then allotted to the contract. The notice will state the estimated date when that point will be reached and the estimated amount of additional funds required to continue performance for the period set forth in the schedule. The contractor will, 30 days prior to the end of the period specified in the schedule, advise the contracting officer in writing as to the estimated amount of additional funds which will be required, on the basis of the obligation of performance stated in (b) above, for the timely performance of the work under the contract for

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

such further period as may be specified in the schedule of otherwise agreed by the parties. If, after such notification, additional funds are not allotted by the end of the period set forth in the schedule, or by an agreed substitute date, the contracting officer will, upon written request of the contractor, terminate this contract on that date, or on a date to be specified in the request, on which the contractor, in the exercise of his reasonable judgement, estimates that he will have discharged his obligation to perform as stated in (b) above, whichever is later, pursuant to the provision of the clause of this contract entitled, "Termination (Cost Reimbursement)."

(e) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties will be covered by such funds. The provisions of (b), (c), and (d) above will apply in like manner to the additional allotted funds and substituted date, and the contract will be amended accordingly.

(f) The Government may at any time prior to termination allot additional funds for this contract and, with the consent of the contractor, after notice of termination, may rescind the termination in whole or in part, and allot additional funds for this contract.

(g) Nothing in this clause will affect the right of the Government to terminate this contract pursuant to the clause of this contract entitled, "Termination (Cost Reimbursement)".

(h) For the purpose of this clause, the allotment or allotments specified in the schedule will not be decreased without the consent of the contractor.

(i) This clause will be applicable and paragraph (c) of the clause of this contract entitled, "Payments Under Time-and-Materials and Labor-Hour Contracts," inapplicable until such time as an amount equal to the total estimated amount of this contract set forth in the schedule is allotted to this contract, and hereafter paragraph (d) of the clause of this contract entitled, "Payments Under Time-and-Materials and Labor-Hour Contracts", will be applicable and this clause inapplicable.

H-201 ISSUANCE OF TASK OR DELIVERY ORDERS - MULTIPLE AWARDS (FEB 1995)

1. The contractor shall be provided a fair opportunity to be considered, pursuant to the procedures set forth in this clause, for each task or delivery order issued under any of the contracts resulting from solicitation F33657-94-R-0024 unless:

a. the agency's need for the services or property is of such urgency that providing such opportunity to all such contractors would result in unacceptable delays in fulfilling that need;

b. only one such contractor has the capability of providing the services or property required at the level of quality required because the services or property ordered are unique or highly specialized;

c. the task or delivery order should be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to a task or delivery order previously issued in accordance with the terms of this clause or provisions of predecessor ASC contracts; or

d. it is necessary to place the order with a particular contractor in

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

2. Unless the procedures in Paragraph 1 or 3 are utilized, individual task or delivery orders which the Government estimates to be valued at less than \$500,000 will be equitably allocated among the contractors who received contracts in response to the solicitation. In this regard, the next individual order will be issued to the contractor whose past performance on related work under this contract is determined to be satisfactory by the Government and whose cumulative value of orders issued, less any orders issued pursuant to Paragraph 3 of this clause, is lower than the cumulative value of orders issued to any other contractor. If the cumulative dollar values are equal, a simple rotation system will be utilized. As used in this contract, the "cumulative value of orders issued" means the total of the estimated dollar value of task or delivery orders (including modifications) previously issued under this contract plus the estimated dollar value of task or delivery orders designated to be issued to that contractor. However, the issuance decision may be revoked by the Functional Area Chief (FAC) or higher designated authority in the functional organization if the Contracting Officer is unable, despite reasonable attempts, to reach a fair and reasonable agreement with the selected contractor.

3. Unless the procedures in Paragraph 1 are utilized, individual task or delivery orders that the Government estimates to be valued at \$500,000 or more will be issued using the following procedures of this paragraph. In addition, the Government may elect to use these procedures on task or delivery orders valued less than the above dollar amount.

a. The Government will send each contractor the Statement of Work and will request each contractor to submit a Task Order Plan (TOP) within ten (10) workdays. Individual TOPs may be presented in written or briefing format in accordance with specific instructions provided with each request. The TOP shall include a description of:

- (1) How the contractor proposes to accomplish the effort.
- (2) Order Estimate including the mix of labor categories and hours for each and a breakdown of other costs.
- (3) Availability and capability of personnel that would perform under the task order to include resumes.

b. The FAC or higher authority in the functional organization, after coordinating with the Contracting Officer and the Functional Area Evaluator or higher authority in the requiring activity, will designate an order to be issued to a contractor based on the Government's integrated assessment of the TOPs submitted and the contractors' performance on all previously issued task orders under this contract.

4. The Government decision on each order will be summarized in an Award Decision Document (ADD). The ADD will identify the selected contractor, generally describe the work to be performed, and include the estimated dollar value of the order. The ADD will also identify which procedure (Paragraph 1, 2 or 3) was used to select the contractor, and will include the rationale for the decision. The ADD will be signed by both the FAC or higher designated authority in the functional organization and the Contracting Officer. The Contracting Officer will send a copy of the ADD for each order to all contractors who received contracts resulting from solicitation
F33657-94-R-0024

SECTION H - SPECIAL CONTRACT REQUIREMENTS (cont'd)

5. Under the provisions of the Federal Acquisition Streamlining Act of 1994, 10 USC 2304c(d)(P.L. 103-355), a protest is not authorized in connection with the issuance or proposed issuance of an individual task or delivery order except for a protest on the ground that the order increases the scope, period, or maximum value of the contract under which the order is issued.

6. For this contract, the task and delivery order ombudsman is the ASC Competition Advocate. The task and delivery order ombudsman is responsible for reviewing complaints from the contractors who received contracts resulting from solicitation F33657-94-R-0024 and ensuring that all of the contractors are afforded a fair opportunity to be considered for task or delivery orders. The Ombudsman is authorized to review the whole record of orders issued to ensure that orders are being issued pursuant to the procedures of this clause and that each contractor is being treated equitably. However, it is not within the ombudsman's authority to prevent the issuance of an order or disturb an existing order.

7. This clause does not guarantee the contractor issuance of any task or delivery order above the minimum dollar amounts stated in the Delivery Order Limitations Clause FAR 52.216-19 of this contract. (PKG-95-010)

SECTION I - CONTRACT CLAUSES

Contract clauses in this section from the FAR, Defense FAR Sup, Air Force FAR Sup, and Air Force Materiel Command FAR Sup, are current through the following updates:

FAR: FAC 90-25; Defense FAR Sup: DAC 91-6; AF FAR Sup: AFAC 92-45;
AFMC FAR Sup: AFMCAC 95-1; ASC FAR Sup: 31 Mar 95 Version

A. NOTICE: The following contract clauses pertinent to this SECTION are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION CLAUSES

52.202-1	DEFINITIONS (SEP 1991)
52.203-1	OFFICIALS NOT TO BENEFIT (APR 1984)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1985)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 1988)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN 1990)
52.203-13	PROCUREMENT INTEGRITY - SERVICE CONTRACTING (SEP 1990)
52.204-2	SECURITY REQUIREMENTS (APR 1984)
52.209-6	PROTECTING THE GOVT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 1992)

SECTION I - CONTRACT CLAUSES(cont'd)

52.210-5 NEW MATERIAL (APR 1984)
 52.210-7 USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY, AND
 FORMER GOVERNMENT SURPLUS PROPERTY (APR 1984)
 52.212-8 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)
 52.215-1 EXAMINATION OF RECORDS BY COMPTROLLER GENERAL (FEB 1993)
 52.215-2 AUDIT - NEGOTIATION (FEB 1993)
 52.215-23 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -
 MODIFICATIONS (DEC 1994)
 52.215-25 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
 (DEC 1994)
 52.215-26 INTEGRITY OF UNIT PRICE (APR 1991)
 52.215-31 WAIVER OF FACILITIES CAPITAL COST OF MONEY (SEP 1987)
 (THE ABOVE-REFERENCED CLAUSE APPLIES ONLY IF THE CONTRACTOR
DOES NOT PROPOSE FACILITIES CAPITAL COST OF MONEY IN ITS
 OFFER)
 52.215-33 ORDER OF PRECEDENCE (JAN 1986)
 52.216-18 ORDERING (APR 1984)
 (The dates to be inserted in paragraph (a) of the above-
 referenced clause is "...from 1 through 1825".)
 52.216-19 DELIVERY-ORDER LIMITATIONS (APR 1984)
 (The information to be inserted in the above-referenced
 clause is as follows:
 - In paragraph (a), insert "...less than \$10,000.00 "
 as the minimum order.
 - In paragraph (b)(1) insert "in excess of *See Below .
 - In paragraph (b)(2), insert "in excess of *See Below .
 - In paragraph (b)(3), insert "...within 1825 days...".
 - In paragraph (d), insert "...within 10 days...".)
 52.216-22 INDEFINITE QUANTITY (APR 1984)
 (The date to be inserted in paragraph (d) of the above-
 referenced clause is " 1825 ".)
 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (APR 1984)
 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL
 DISADVANTAGED BUSINESS CONCERNS (FEB 1990)
 52.219-13 UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES (AUG 1986)
 52.219-14 LIMITATIONS ON SUBCONTRACTING (JAN 1991)
 52.220-3 UTILIZATION OF LABOR SURPLUS AREA CONCERNS (APR 1984)
 52.220-4 LABOR SURPLUS AREA SUBCONTRACTING PROGRAM (APR 1984)
 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1984)
 52.222-3 CONVICT LABOR (APR 1984)
 52.222-26 EQUAL OPPORTUNITY (APR 1984)
 52.222-28 EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS
 (APR 1984)
 - 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
 VETERANS (APR 1984)
 52.222-36 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984)
 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND
 VETERANS OF THE VIETNAM ERA (JAN 1988)

*If two (2) contracts are awarded, the amount to be entered in 52.216-19(b)(1)
 and (b)(2) is \$24,000,000.00. If three (3) contracts are awarded, the amount
 to be entered in 52.216-19 (b)(1) and (b)(2) is \$16,000,000.00.

SECTION I - CONTRACT CLAUSES(cont'd)

52.223-2 CLEAN AIR AND WATER (APR 1984)
52.223-6 DRUG-FREE WORKPLACE (JUL 1990)
52.225-10 DUTY-FREE ENTRY (APR 1984)
52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (MAY 1992)
52.227-1 AUTHORIZATION AND CONSENT (APR 1984)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT (APR 1984)
52.227-10 FILING OF PATENT APPLICATIONS-CLASSIFIED SUBJECT MATERIAL
(APR 1984)
52.227-11 PATENT RIGHTS RETENTION BY THE CONTRACTOR (SHORT FORM)
(JUN 1989)
52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS
(APR 1984)
52.232-9 LIMITATIONS ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17 INTEREST (JAN 1991)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
ALTERNATE I (APR 1984)
52.232-25 PROMPT PAYMENT (MAR 1994)
[PURSUANT TO DFARS 232.906(a)(1), AND TO IMPLEMENT
PARAGRAPH (b)(2) OF THE ABOVE REFERENCED CLAUSE, THE
STANDARD DUE DATE FOR ANY PROGRESS PAYMENTS WHICH MAY
BE AUTHORIZED HEREUNDER IS SEVEN (7) DAYS. FOR ANY
INTERIM PAYMENTS ON COST TYPE CONTRACTS THE STANDARD
DUE DATE IS 14 DAYS]
52.232-28 ELECTRONIC FUNDS TRANSFER PAYMENT METHODS (APR 1989)
52.233-1 DISPUTES (MAR 1994)
52.233-3 PROTEST AFTER AWARD (AUG 1989)
52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION (APR 1984)
52.242-13 BANKRUPTCY (APR 1991)
52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS (AUG 1987)
52.244-3 SUBCONTRACTS (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)
(APR 1985)
52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIAL,
OR LABOR HOUR CONTRACTS) (JAN 1986)
52.246-25 LIMITATION OF LIABILITY - SERVICES (APR 1984)
52.248-1 VALUE ENGINEERING (MAR 1989)
52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 1986)
ALTERNATE IV (APR 1984)
52.249-14 EXCUSABLE DELAYS (APR 1984)
52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

SECTION I - CONTRACT CLAUSES(cont'd)

II. DFAR SUPPLEMENT CLAUSES

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7000	STATUTORY PROHIBITION ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES (DEC 1991)
252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT (APR 1993)
252.203-7002	DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
252.203-7003	PROHIBITION AGAINST RETALIATORY PERSONNEL ACTIONS (APR 1992)
252.204-7000	DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUC. FORCES(INF) TREATY (DEC 1991)
252.215-7000	PRICING ADJUSTMENTS (DEC 1991)
252.223-7004	DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 1994)
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAY 1994)
252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (APR 1993)
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)
252.227-7013	RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (OCT 1988)
252.227-7018	RESTRICTIVE MARKINGS ON TECHNICAL DATA (OCT 1988)
252.227-7027	DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
252.227-7029	IDENTIFICATION OF TECHNICAL DATA (APR 1988)
252.227-7030	TECHNICAL DATA -- WITHHOLDING OF PAYMENT (OCT 1988)
252.227-7031	DATA REQUIREMENTS (OCT 1988)
252.227-7034	PATENTS-SUBCONTRACTS (APR 1984)
252.227-7036	CERTIFICATION OF TECHNICAL DATA CONFORMITY (MAY 1987)
252.227-7037	VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (APR 1988)
252.227-7039	PATENTS-REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD (AUG 1992)
252.233-7000	CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF (MAY 1994)
252.242-7000	POSTAWARD CONFERENCE (DEC 1991)
252.242-7001	CERTIFICATION OF INDIRECT COST (DEC 1991)
252.245-7001	REPORTS OF GOVERNMENT'S PROPERTY (MAY 1994)
252.246-7001	WARRENTY OF DATA (DEC 1991)
252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS (MAY 1994)

SECTION I - CONTRACT CLAUSES(cont'd)

252.249-7001 NOTIFICATION OF SUBSTANTIAL IMPACT ON EMPLOYMENT (DEC 1991)
252.249-7002 NOTIFICATION OF PROPOSED PROGRAM TERMINATION OR REDUCTION
(MAY 1994)
252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (DEC 1991)

B. FAR Clauses in Full Text

52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION
(NOV 1990)

(a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.

(b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATION OF PROCUREMENT INTEGRITY -- MODIFICATION (NOV 1990)

(1) I, (Name of certifier) am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of (Name of Offeror) who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d), or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity -- Modification (Continuation Sheet), ENTER "NONE" IF NONE EXISTS)

SECTION I - CONTRACT CLAUSES(cont'd)

(Signature of the officer or employee responsible for the modification proposal and date)_____

(Typed name of the officer or employee responsible for the modification proposal)_____

*Subsections 27(a), (b), and (d) are effective on December 1, 1990.
Subsection 27(f) is effective on June 1, 1991.

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(End of Certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be obtained at the earliest possible date after an individual required to certify begins employment or association with the contractor. If a contractor decides to rely on a certification executed prior to the suspension of section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

52.220-1 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (APR 1984)

(a) This acquisition is not set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

.....
.....

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

SECTION I - CONTRACT CLAUSES(cont'd)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

C. DFAR Supplement Clauses in Full Text252.209-7004 REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT
OF A TERRORIST COUNTRY (SEP 1994)

(a) Definitions. As used in this clause--

(1) Government of a terrorist country includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) Terrorist country means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), as of 60 days before the contract award date, to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this clause, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(b) Reporting.

(1) In accordance with section 843 of the National Defense Authorization Act for Fiscal Year 1994 (Pub. L. 103-160), if this contract exceeds \$5,000,000, the Contractor shall report each commercial transaction that it conducts with the government of a terrorist country during the period of performance of this contract (but not beyond September 30, 1996).

(2) This reporting requirement does not apply to--

(i) Transactions conducted by affiliates or subsidiaries of the Contractor; or

(ii) Payment or receipt of payment of a judgement or award ordered by a court or arbitral tribunal of competent jurisdiction.

(3) The Contractor shall submit reports in the following format:

-- Title of Report: Report of Commercial Transactions with the Government of a Terrorist Country.

Date of Report:

Contract Number:

SECTION I - CONTRACT CLAUSES(cont'd)

252.209-7004 REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT
OF A TERRORIST COUNTRY (SEP 1994) (cont'd)

Name and Telephone Number of Individual Submitting Report:

Commercial Transactions with the Government of a Terrorist Country:

Country	Nature of Commercial Transaction
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(4) The Contractor shall submit reports annually by September 30, but not beyond September 30, 1996. Each report shall include transactions conducted during the preceding one-year period of contract performance.

(5) The Contractor shall submit reports to:

Deputy Director of Defense Procurement (Foreign Contracting)
PDUSD (A&T) DP (FC)
Washington, DC 20301-3060

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (DEC 1991)

(a) Definitions.

As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

SECTION I - CONTRACT CLAUSES(cont'd)

252.247-7023

TRANSPORTATION OF SUPPLIES BY SEA (DEC 1991) (cont'd)

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but it not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

SECTION I - CONTRACT CLAUSES (cont'd)

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ United States-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractor may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. The request shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

SECTION I - CONTRACT CLAUSES (cont'd)

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

<u>ITEM</u> <u>DESCRIPTION</u>	<u>CONTRACT</u> <u>LINE ITEMS</u>	<u>QUANTITY</u>
-----------------------------------	--------------------------------------	-----------------

TOTAL

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g), in all subcontracts under this contract which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

SECTION I - CONTRACT CLAUSES (cont'd)D. AF FAR Supplement Clauses in Full Text

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY (SEP 1985)

Thirty days before the date Contractor operations will begin on base, the Contractor shall notify the security police activity shown in the distribution block of the DD Form 254, DOD Contract Security Classification Specification, as to--

- (a) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
- (b) The contract number and military contracting command;
- (c) The highest classification category of defense information to which Contractor employees will have access;
- (d) The Air Force installations in the U.S. (in overseas areas identify only the APO number(s) where the contract work will be performed;
- (e) The date Contractor operations will begin on base in the U.S. or in the overseas area;
- (f) The estimated completion date of operations on base in the U.S. or in the overseas area; and
- (g) Any changes to information previously provided under this clause.

This requirement is in addition to visit request procedures contained in DoD 5220.22M, Industrial Security Manual, paragraph 37d.

5352.204-9001 VISITOR GROUP SECURITY AGREEMENTS (JAN 1990)

Prior to beginning operations involving classified information on an installation identified on the DD Form 254 where the Contractor is not required to have a facility security clearance, the Contractor shall enter into a security agreement (or understanding) with the installation commander to ensure that its' security procedures are properly integrated with those of the installation. As a minimum, the agreement shall identify the security actions which will be performed --

- (a) By the installation for the Contractor, such as providing storage and classified reproduction facilities, guard services, security forms, security inspections under DoD 5220.22-M, paragraph 5ag, classified mail services, security badges, visitor control and investigating security incidents; and
- (b) Jointly by the Contractor and the installation, such as packaging and addressing classified transmittals, security checks, internal security controls, and implementing emergency procedures to protect classified material.

SECTION I - CONTRACT CLAUSES (cont'd)

5352.223-9000 SAFETY AND ACCIDENT PREVENTION (APR 1984)

(a) In performing work under this contract on a Government installation, the Contractor shall--

(1) Conform to the specific safety requirements established by this contract;

(2) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract;

(3) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(4) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident-prevention purposes.

(b) If this contract is performed on an Air Force installation, the Air Force Occupational Safety and Health Standards (AFOSH) developed in accordance with AFR 127-12, Air Force Occupational Safety, Fire Prevention, and Health Program in effect on the date of this contract, apply. If contract performance is on other than an Air Force installation, the Contractor shall comply with the safety rules of that Government installation, in effect on the date of this contract.

(c) The Contracting Officer may, by written order, direct additional AFOSH and safety and accident standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(d) Any violation of these safety rules and requirements, unless promptly corrected as directed by the Contracting Officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

E. AFMC FAR Supplement Clauses in Full Text

5352.212-9000 CONTRACTOR REPORTING REQUIREMENTS (JUL 1992)

Any report required by 15 CFR 700, Subpart D, Section 700.13(d) of the Defense Priorities and Allocation System regulation relating to an actual or anticipated delayed shipment, reason for delay, and/or new projected shipment date is to be sent concurrently by the Contractor to both the Procuring Contracting Officer (PCO) and the Administrative Contracting Officer (ACO) within the specified ten (10) calendar days.

SECTION I - CONTRACT CLAUSES (cont'd)

F. ASC Clauses & Other Approved Text

I-603

THE COST REIMBURSEMENT CLAUSES BELOW ARE HEREBY
ADDED TO PARA A.I. CLAUSES SET FORTH ABOVE:

The following clauses shall be applicable only to the Cost Reimbursement (No Fee) Item 0005 provided hereunder and, in the event of conflict with other clauses, these clauses shall govern:

52.216-7	ALLOWABLE COST AND PAYMENT (JUL 1991)
52.216-11	COST CONTRACT - NO FEE (APR 1984)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS (APR 1984)
52.232-20	LIMITATION OF COST (APR 1984) (Pursuant to the above referenced clause, the estimated cost is \$ <u>to be specified on individual delivery orders</u>). When said Item(s) is(are) incrementally funded, in lieu of clause 52.232-20 above, the following clause applies:
52.232-22	LIMITATION OF FUNDS (APR 1984) (Pursuant to the above referenced clause, the estimated cost is \$ <u>to be specified on individual delivery orders</u> . The amount presently available and allotted to the cost-reimbursable effort is \$ <u>to be specified on individual delivery orders</u> . It is contemplated that the funds presently allotted to this contract will cover the work to be performed until <u>to be specified on individual orders</u> .)
52.233-3	PROTEST AFTER AWARD (AUG 1989) ALTERNATE I (JUN 1985)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987)
52.244-2	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FEB 1995) ALTERNATE I (APR 1985)
52.249-6	TERMINATION (COST-REIMBURSEMENT)(MAY 1986)

SECTION J- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

<u>Document No.</u>	<u>Title and Date</u>	<u>No. of Pages</u>
Atch 1	Statement of Work entitled Financial Management/ Comptroller Functional Manpower Support Dated 2 August 1994	4
Atch 2	Contract Security Classification Specification, DD Form 254 Dated 29 July 1994	8
Atch 3	Contract Labor and Burden Rates Fully Burdened Labor Rates for CLIN 0001 (Prime & Subcontractor) for years 1, 2, 3, 4, and 5.	*
Exhibit A	Contract Data Requirements List Dated 4 August 1994	8

*Contractor must provide CLIN 0001 labor rates (Prime and approved
Subcontractors) for days 1-366, 367-731, 732-1096, 1097-1461, and 1462-1825.
These are to be your fully burdened, straight-hour rates for each of the seven
labor categories. Enter number of pages in your Atch 3: 5. Number pages
as: F33657-94-R-0024
Section J, Atch 3
Page 52 (Subsequent pages, if required, as: 52A, 52B, etc.)
1 of ____

STATEMENT OF WORK
2 AUGUST 1994
FINANCIAL MANAGEMENT/COMPTROLLER FUNCTIONAL MANPOWER
SUPPORT

1.0 Scope: This procurement will obtain all areas of financial management/comptroller functional manpower support for the Aeronautical System Center. The major areas of support are cost research, cost estimating, cost/schedule control system implementation and analysis, schedule networking, program control integration and analysis, and financial analysis.

2.0 Applicable Documents: The compliance documents listed below apply to this statement of work.

DODI 5000.1/5000.2M (and Air Force implementing instructions, when published)
AFR 172 series documents
AFR 173 series documents
AFSC Cost Estimating Handbook
AFSC Financial Management Handbook

3.0 Requirements: The contractor shall be required to perform any one or more of the tasks outlined in subparagraphs 3.1 through 3.7 below in any single task order. The depth, scope, duration, and required deliverables shall be as specified by individual delivery orders.

3.1 Research: The contractor shall be required to conduct various types of specialized cost schedule and related technical, performance and program data research efforts to enhance the cost and schedule analysis and estimating capabilities of ASC. These efforts may address such areas as: data collection/normalization and analysis; development of estimating relationships; development of, or calibration of, models including expert system applications; development of specialized computer applications; development of automated data storage and retrieval systems; cost and schedule growth factor analysis of weapons programs; development of handbooks and training courses (including computer based training).

3.2 Cost Estimating: The contractor shall be required to perform cost estimates for all phases of Air Force acquisition programs using a cradle to grave concept. The program phases include: engineering manufacturing and development (EMD), production, operating and support (O&S), and modification programs. Program cost estimates may be in support of annual or biennial estimates, most probable life cycle cost (MPLCC) estimates for source selection evaluation, quick-turnaround "what-if" estimates, or economic analyses. All estimates will be documented as specified in the AFSC Cost Estimating Handbook, chapter 14, AFR 173-14, or as specified in contract task order statements of work. Process phases

include: task definition and planning; data research, collection and analysis; estimate formulation; review and presentation. Estimates will be done using the most appropriate technique available for each cost element of the estimate. General classifications of techniques are defined in the AFSC Cost Estimating Handbook, chapters 8 and 9. The general classifications are: analogy, grassroots, and parametric.

3.3 Schedule Networking: The contractor shall be required to develop, analyze and maintain a master integrated program schedule from concept exploration to fielding a system. Schedule networking efforts will address the following areas: possess networking software tools and capabilities to support lower tier schedule networking, network statusing, generation of network graphics, assignment of realistic durations and relationships to network elements; evaluate contractor proposed schedules against government schedules; assess government program office schedules against schedule data bases; conduct probabilistic and deterministic risk assessments on both contractor and government schedules, by performing a schedule risk assessment (SRA) by using Monte Carlo simulation based software; working knowledge of various types of scheduling software; develop and/or modify software programs for the development, maintenance, and recurring assessment of schedule networks; integrate contractor and government schedule data with the ASC schedule data base; develop network dictionaries; develop handbooks and training courses (including computer based training); and, provide course instruction.

3.4 Program Integration and Analysis: The contractor shall be required to create or provide inputs to program documentation. These efforts shall include: program management plans; program baselines; work breakdown structures; standard program reviews and/or reports including Selected Acquisition Reports (SARs) and Defense Acquisition Executive Summaries (DAES); development of handbooks and training courses (including computer based training).

3.5 Cost/Schedule Control Systems Criteria Implementation And Analysis: The contractor shall address capability in the following areas: review team planning; training for subsequent application and surveillance review teams; supporting program offices in performance analysis (Cost Performance Reports (CPRs), Cost/Schedule Status Reports (CSSR), Contract Funds Status Report (CFSR) and Contractor Cost Data Reports (CCDR)); training integrated product teams (multifunctional) on Cost/Schedule Control Systems Criteria (C/SCSC) and analysis techniques; training financial resources on Performance Analyzer; development of handbooks and training courses (including computer based training); and, conduct other related training.

3.6 Financial Analysis: The contractor shall conduct research and provide inputs to program financial management. These efforts include: budget formulation and management for all phases of the Planning, Programming, and Budgeting System (PPBS) from cradle to grave; budget and financial analysis; obligation and expenditure forecasting; funds management, funds statusing, and funds control techniques and/or

systems; ~~funds transfer automation~~; accounting and finance systems and/or procedures; development of handbooks and training courses. Financial analysis with narrative justification may be required for quick turnaround budget exercises. Funds management includes but is not limited to: stock funds, defense business operations fund (DBOF), operations and support funding, unliquidated obligations, baselining, audit, and close-out.

3.7 Computer Application: The contractor shall be required to develop automated models for executing any of the efforts outlined in the preceding paragraphs if it is so defined in the contract data requirements list (CDRL) which accompanies the task order.

3.8 Interface plan: This requirement has been deleted.

3.9 Workload capacity: The contractor shall be capable of providing functional support in a timely and responsive manner. (Based on prior experience, the contractor may expect a range of ten (10) to fifty (50) man-years of effort annually on this contract.) The contractor must demonstrate the capacity to conduct a number of tasks simultaneously; he must be able to accomplish up to ten (10) concurrent studies, or at least \$2 million of effort.

3.10 Facilities: The contractor shall plan to establish a functioning area office within a 25 mile radius of Area B, Wright-Patterson Air Force Base (WPAFB), Ohio. The office will be established within sixty (60) days after contract award. Task orders on this contract will be to support comptroller personnel who are predominately located at or near WPAFB Ohio.

3.10.1 The contractor shall have the tools-- hardware and software--available at the local office as identified in para 3.10 necessary to provide analytical support to the Comptroller, e.g., computers, printers, and plotters. The contractor shall have expertise in the use of computer software applications and analysis models, e.g., Martin Marietta PRICE Systems, SEER, Performance Analyzer, and Schedule Networking and Schedule Risk Assessment software.

3.11 Contract Administration: All contracts will be managed at WPAFB. The contractor shall designate a program manager as a single point of contact for the purpose of discussing any problem areas or specific technical questions. The contractor shall coordinate with the government office of primary responsibility (OPR) as necessary to ensure mutual understanding of task(s) definitions and objectives as well as to notify the government of any potential problems or the need for any modifications to the delivery order(s). ASC/FMP is the designated OPR for this contract. ASC/FMPP must be notified of, and agree to, contractor visits to system program offices (SPOs), other government offices, and other contractor facilities concerning work on this contract prior to issuance of a delivery order.

3.12 The contractor shall provide overall status reviews to the OPR every quarter. These reviews shall identify all ongoing task orders with associated schedules and expenditures to date, describe planned actions, and describe difficulties encountered in performing work. (CDRL 1001A)

3.13 The contractor will travel, when authorized, to participate in meetings, reviews, audits, and perform research to accomplish assigned tasking. All travel and associated costs will be included in each delivery order's ceiling price. The ceiling price shall consist of the sum of all CLINs (i.e., labor, data, materials/subcontracting, and travel and computer services). The contractor shall finance travel as necessary to fulfill SOW requirements within the order's ceiling price. The individual delivery order monitor for the government shall be notified ten (10) working days in advance of all contractor travel to other contractor facilities and/or government organizations in order to obtain authorization.

3.14 Security requirements shall be as specified on the DD Form 254.

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING
A. FACILITY CLEARANCE REQUIRED
SECRET
B. LEVEL OF SAFEGUARDING REQUIRED
SECRET

2. THIS SPECIFICATION IS FOR: (X and complete as applicable)

A. PRIME CONTRACT NUMBER
B. SUBCONTRACT NUMBER
C. SOLICITATION OR OTHER NUMBER
X E33657-94-R-0024
DUE DATE (YYMMDD)
941014

3. THIS SPECIFICATION IS: (X and complete as applicable)

A. ORIGINAL (Complete date in all cases)
Date (YYMMDD)
940729
B. REVISED (Supersede all previous specs)
Revision No.
C. FINAL (Complete item 5 in all cases)
Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? ☐ YES ☐ NO. If YES, complete the following:

Classified material received or generated under (Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 2547 ☐ YES ☐ NO. If YES, complete the following:

A response to the contractor's request dated () retention of the identified classified material is authorized for the period of ()

6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)

A. NAME, ADDRESS, AND ZIP CODE
REFERENCE SOURCE LIST
B. CAGE CODE
N/A
C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
N/A

7. SUBCONTRACTOR

A. NAME, ADDRESS, AND ZIP CODE
N/A
B. CAGE CODE
N/A
C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
N/A

8. ACTUAL PERFORMANCE

A. LOCATION
N/A
B. CAGE CODE
N/A
C. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
N/A

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Specialized Comptroller Functional Support

10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
	YES	NO	
COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	A. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY BY ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY
RESTRICTED DATA		X	B. RECEIVE CLASSIFIED DOCUMENTS ONLY
CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	C. RECEIVE AND GENERATE CLASSIFIED MATERIAL
FORMERLY RESTRICTED DATA		X	D. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE
INTELLIGENCE INFORMATION:			E. PERFORM SERVICES ONLY
1) Sensitive Compartmented Information (SCI)		X	F. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION C.Y.SIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES
2) Non-SCI	X		G. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER
SPECIAL ACCESS INFORMATION	X		H. REQUIRE A COMSEC ACCOUNT
NATO INFORMATION		X	I. HAVE TEMPEST REQUIREMENTS
FOREIGN GOVERNMENT INFORMATION	X		J. HAVE OPERATIONS SECURITY (TOPSEC) REQUIREMENTS
LIMITED DISSEMINATION INFORMATION		X	K. BE AUTHORIZED TO USE THE DEFENSE COUNSEL SERVICE
FOR OFFICIAL USE ONLY INFORMATION	X		L. OTHER (Specify)
Other (Specify)			Pre-contract award access to classified is not required - Notification of government security activity is required

2. PUBLIC RELEASE. Any information classified or unclassified pertaining to this contract shall not be released for public dissemination without prior approval of the Industrial Security Manual of which it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct: ☒ Indirect: ☐
ASC/PA Blkg 14
1865 Fourth St Suite 15
WPAFB OH 45433-7129

In the Directorate for Freedom of Information and Security Review Office of the Assistant Secretary of Defense (Public Affairs) for review.
In the case of non-DoD User Agencies, requests for enclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract, and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach or forward under separate correspondence, any documents/guidance/contracts referenced herein. Add additional pages as needed to provide complete guidance.)

- Ref Blk 10e(2): General Intelligence Material/Foreign Disclosure applies. See addendum.
- Ref Blk 10j: For Official Use Only applies. Refer to Chap 13, Section 6 of the Industrial Security Manual.
- Ref Blk 11c: Any classified information generated in the performance of this contract shall require the contractor to apply derivative classification and markings consistent with the source material.
- Ref Blk 11i: TEMPEST requirements apply. See addendum.
- This will be a task order contract. Each task which requires access to classified information will require a separate and specific DD Form 254.
- Ref Blk 11l: The Notification of Government security activity and visitor group agreement apply. See contract clause for details.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.) ☒ Yes ☐ No

Ref Blk 10f: Special Access Requirements (SAR) may apply in future task orders.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements covered and the activity responsible for inspections. Use item 13 if additional space is needed.) ☒ Yes ☐ No

Inspection responsibilities will be identified in individual task order DD Forms 254.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

1. TYPED NAME OF CERTIFYING OFFICIAL: NORMA J. LEE	2. TITLE: Contracting Officer	3. TELEPHONE (include Area Code): 513-255-6134
---	----------------------------------	---

4. ADDRESS (include Zip Code):
ASC/PKG
2275 D St Ste 21
WPAFB OH 45433

5. SIGNATURE:
Norma J. Lee

ASC/AS
COORDINATION
RFP-ONLY

17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | 1. CONTRACTOR |
| <input checked="" type="checkbox"/> | 2. SUBCONTRACTOR |
| <input type="checkbox"/> | 3. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | 4. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input type="checkbox"/> | 5. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | 6. OTHERS AS NECESSARY: ASC/ASI |

GENERAL INTELLIGENCE MATERIAL/FOREIGN DISCLOSURE

1. Special requirements for general and foreign intelligence material. In addition to the requirements and controls for classified material, the Director, Central Intelligence sets up additional requirements and controls for intelligence in the possession of contractors. The contractor must:
 - a. Maintain accountability for all intelligence released in his or her custody.
 - b. Not reproduce any intelligence without the written permission of the releasing agency. If permission is granted, each copy is controlled in the same manner as the original.
 - c. Not destroy any intelligence without advance approval of the releasing agency.
 - d. Restrict access to only those individuals who possess the required security clearances and who are actually providing services under the contract. Further dissemination to other contractors, subcontractors, other government agencies, and private individuals or organizations is prohibited unless authorized in writing by the releasing agency.
 - e. Not release any intelligence material to foreign nationals or immigrant aliens whether or not they are also consultants, U.S. contractors, or employees of the contractors, and regardless of the level of their security clearance except with advance written permission from the originator.
 - f. Ensure that each employee having access to any intelligence material is fully aware of the special requirements for this material and maintains records in manner that permits the contractor to furnish on demand, the names of individuals who have had access to the material in their custody.
 - g. Not transfer and/or use intelligence information in any IR&D efforts without written authorization from the releasing agency.
2. Returning intelligence to the Air Force. Upon completion or termination of the classified contract, or sooner, when the purpose of the release has been served, the contracting officer must ensure that the contractor returns all intelligence (furnished or generated), unless retention or destruction is authorized in writing by the originator of the intelligence or Senior Intelligence Officer (SIO) of the releasing command.
3. RELEASE OF CLASSIFIED AND UNCLASSIFIED INFORMATION TO FOREIGN GOVERNMENT AND THEIR REPRESENTATIVES: Any military activity or defense contractor receiving a request from a foreign government, or a representative thereof, for classified and/or unclassified information about this program shall forward the request to ASC/CCXI. Information released under FMS must comply with the specific USAF disclosure guidance issued for the specific FMS customer.

USE OF SPECIAL INTELLIGENCE MARKINGS

1. Authorized Control Markings of Intelligence Information

a. "Warning Notice - Intelligence Sources and Methods Involved (WNINTEL)"

(1) This marking is used, with a security classification, to identify information whose sensitivity requires constraints on its further dissemination and use. This marking may be used only on intelligence which identifies or would reasonably permit identification of an intelligence source or method which is susceptible to countermeasures that could nullify or reduce its effectiveness.

(2) To avoid confusion as to the extent of dissemination and use restrictions governing the information involved, the marking may not be used in conjunction with special access of SCI controls. This marking may be abbreviated as "WNINTEL" or as "WN".

b. "Dissemination and Extraction of Information Controlled by Originator (ORCON)"

This marking is used, with a security classification, to enable a continuing knowledge and supervision by the originator of the use made of the information involved. This marking may be used only on intelligence which clearly identifies or would reasonably permit ready justification of an intelligence source or method which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may not be used when an item of information will reasonably be protected by use of other markings specified herein, or by the application of the "need-to-know" principle and safeguarding procedures of the security classification system.

c. "Not Releasable to Foreign Nationals (NOFORN)"

This marking must be used with a security classification to identify intelligence that may not be released in any form to foreign governments, foreign nationals, or non-US citizens without permission of the US Government originator, and then only when release in compliance with the National Disclosure Policy.

d. "Authorized for Release to (Name of country(ies)/international organization"

The above is abbreviated "REL _____".

This marking must be used when it is necessary to identify classified intelligence material that the US Government Originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.

2. Procedures Governing Use of Control Markings

a. Any recipient desiring to use intelligence in manner contrary to the restrictions established by the control markings set forth above ~~all~~ shall obtain the advanced permission of the originating agency. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originator should insure that prompt consideration is given to recipient's requests in these regards, with particular attention to reviewing and editing if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.

b. The control markings authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control markings also shall be indicated by parenthetical use of the markings abbreviations at the beginning or end of the appropriate portions. If the control markings apply to several or all portions, the document may be marked with a statement to this effect rather than marking each portion individually.

c. The control markings in paragraph one shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other markings specified by EO 12356 and its implementing ISOO Directive. The markings shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

**TEMPEST REQUIREMENTS
FOR CLASSIFIED PROCESSING
SECRET AND CONFIDENTIAL**

1. The contractor shall provide vulnerability assessment data to the contracting officer in the form of a TEMPEST Vulnerability Assessment Request (TVAR). The reply should be specific responses to the areas covered in paragraphs A through D depending of level of classified processing. A contractors Standard Security Plan is unacceptable as a "stand-alone" response. This information will be used to complete a TEMPEST Vulnerability Assessment (TVA) of the contractors facility to be performed by the government TEMPEST Professional IAW Air Force TEMPEST directives.

2. When any of the information required in paragraphs A through D below changes (such as location or classification level), the contractor shall notify the contracting officer of the changes so a new TVA may be accomplished. The contractor shall submit to the Program Management Office (PMO) a new TVAR, identifying the new configuration, at least thirty (30) days before the changes occur; the contractor shall not commence classified processing in the new configuration until receiving approval to do so from the contracting officer.

A. SYSTEM DESCRIPTION

(1) **SYSTEM/FACILITY:** Full name and address of company submitting request and RFP/contract number and duration. Also provide a brief title identifying the overall system or facility (e.g. XYZ Missile word processing system, ABC aircraft interactive graphics system, etc).

(2) **LOCATION:** Identify the address (including city, state, zip code, facility, building and room number) where the system or facility is located. Further identify any contractor located within 200 meters of the facility.
other

(3) **EQUIPMENT:** List the manufacturer and exact model number, nomenclature (terminal, disk drive, video system, etc) and quantity of each equipment involved in classified processing. Do not provide a complete inventory of all the companys processing equipment.

B. RESPONSIBLE PERSONNEL:

(1) **SECURITY OFFICER/MANAGER:** Provide name, title, office symbol and telephone number. Include the same for the company Appointed TEMPEST Authority, if applicable.

(2) **SYSTEM CUSTODIAN:** If different from above, provide name, title, office symbol and telephone number.

C. OPERATIONAL RISK: Identify the levels of classification that will be processed, the estimated hours per day/month for each level, and a percentage (of total material processed, e.g. 55% secret; 20% confidential; 25% unclassified) for each level.

**FOR PROCESSING INFORMATION
CLASSIFIED TOP SECRET**

3. The following additional information is required for processing Top Secret information.

D. TECHNICAL RISK:

(1) **Red/Black Installation:** Describe what measures have been taken to comply with Red/Black separation/installation criteria of NACSIM 5203 (Air Force equivalent, AFSSI 7002). Have processors processing Top Secret information been installed IAW Red/Black criteria? Was Red/Black criteria implemented during the facility design/construction/modification? If so, provide details.
NOTE: SEE ATTACHED AIR FORCE AFSSI 7002 SEPARATION CHART.

(2) **Physical Control Space:** Identify the radius, in meters, of the Physical Control Space (PCS) available around the system, equipment, or facility. Describe the barriers, doors, fences, walls, etc., that define the PCS. Describe the control exercised over the PCS during duty and non-duty hours. Describe other factors which contribute to control, such as, visitor procedures, escort requirements, searches of personnel and/or vehicles, etc.

(3) **PCS Breaches:** Identify the type and location relative to the system of any unfiltered telephone or communications lines, underground or unfiltered power lines, conduit, heating and air conditioning, water pipes, etc, that transgress the established PCS.

(4) **Building Construction:** Describe the building in which the system is housed, e.g., concrete block walls; aluminum doors, no windows, etc.

4. TEMPEST is applied on a case-by-case basis and further information may be required to complete the TVAR; should this be the case, the contractor shall provide this information to the contracting officer when requested.

5. The prime contractor shall ensure that all subcontractors and/or vendors comply with TEMPEST requirements when performing classified processing related to this contract. They will provide the above documentation through their prime to the contracting officer to complete the TVAR.

6. Classified processing shall not be done until the TEMPEST approval is provided by the contracting officer and the ADP procedures have been approved by the Defense Investigative Service (DIS).

~~SECTION J~~
SECTION J
EXHIBIT A
PAGE 2 OF 8

CONTRACT DATA REQUIREMENTS LIST
TABLE OF CONTENTS
SOLICITATION NO: F33657-94-R-0024

<u>SEQUENCE NO.</u>	<u>DID NO/TITLE/SUBTITLE</u>	<u>SOW PARAGRAPH</u>
A0001	DI-A-3024A PRESENTATION MATERIAL	SOW PARA 3.0
A0002	DI-FNCL-80331/T FUNDS AND MAN-HOUR EXPENDITURE REPORT	SOW PARA 3.0
A0003	DI-MCCR-80700 COMPUTER SOFTWARE PRODUCT END ITEMS	SOW PARA 3.7
A0004	DI-MGMT-80227 CONTRACTOR'S PROGRESS, STATUS MANAGEMENT REPORT	SOW PARA 3.12
A0005	DI-MGMT-80505/T PROGRAM EVALUATION AND REVIEW TECHNIQUE (PERT) TIME NETWORK DIAGRAM	SOW PARA 3.0
A0006	DI-MISC-80508 TECHINICAL REPORT - STUDY/SERVICES	SOW PARA 3.0

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)For approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 10 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for the Contract Data Requirements List.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT		C. CATEGORY: TOP TIR OTHER	
D. SYSTEM/ITEM SPEC COMP FUNC SPT		E. CONTRACT/PR NO. F33657-94-R-0024		F. CONTRACTOR TED	
1. DATA ITEM NO. 2. TITLE OF DATA ITEM A0002 FUNDS AND MAN-HOUR EXPENDITURE REPORT		3. SUMMARY			
4. AUTHORITY (DoD Acquisition Directive No.) DI-FNCL-80331/T		5. CONTRACT REFERENCE SOW PARA 3.0		6. REQUESTING OFFICE ASC/EMP	
7. DD FORM 298-100 LT	8. DRY STATEMENT REQUIRED N/A	9. FREQUENCY QUARTLY	10. DATE OF FIRST SUBMISSION SEE BLK 16	11. DISTRIBUTION	
12. APP CODE	13. AS OF DATE SEE BLK 16	14. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	15. ADDRESSEE		
			16. COPIES		
			Draft Final		
			0 2 0		
17. REMARKS			18. TOTAL		
a: Block 4: DID DI-FNCL-80331 is tailored as follows: The graphs/data example formats cited in Para 10.3.1, 10.3.2, and 10.3.3 will be furnished by the government. b. Block 11: Report will cover previous three calendar months. c. Blocks 12 & 13: The report will be due at each Quarterly Management Review. NOTE: This report will differentiate the different Delivery Orders for each three-month period.			0000 0002 0000		
19. PREPARED BY Charles B. Clark		20. DATE 28 Jul 94		21. APPROVED BY Catherine M. Manning	
				22. DATE 8/4/94	

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

For. approved
OMB No. 0704-0188

Public Reporting Burden for the collection of information is estimated to average 150 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0168), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send all comments to the Government Printing Office for the Census of the U.S. Bureau of the Census.

[illegible]

17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

G. PREPARED BY
CHARLES E. CLARK

H. DATE
28 Jul 94
28 Jul 94

L APPROVED BY
Cathie A. Meyer

J. DATE
8/4/94

CONTRACT DATA REQ. ELEMENTS LIST
(1 Data Item)

For approval
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please do not return your form to either of these addresses. Send comments to the Government Printing Office for the Computer File, Room 2, Street 2.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT		C. CATEGORY: TOP TM OTHER						
D. SYSTEM/ITEM SPEC COMP FUNC SPT		E. CONTRACT/PR NO. F33657-94-R-0024		F. CONTRACTOR TED						
1. DATA ITEM NO. A0004	2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS MANAGEMENT REPORT			3. SCHEDULE						
4. AUTHORITY (DoD Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE SCM PARA 3.12		6. REQUESTING OFFICE ASC/XXP						
7. DO 230-280 LT	8. DIST STATEMENT REQUIRED N/A	9. FREQUENCY HLK 16	10. DATE OF FIRST SUBMISSION SEE HLK 16	11. DISTRIBUTION						
5. APP CODE		11. AS OF DATE SEE HLK 16	12. DATE OF SUBSEQUENT SUBMISSION SEE HLK 16	a. ADDRESSEE b. COPIES <table border="1"> <tr> <td>Print</td> <td></td> <td></td> </tr> <tr> <td>Draft</td> <td>Req</td> <td>Resp</td> </tr> </table>		Print			Draft	Req
Print										
Draft	Req	Resp								
13. REMARKS										

a: Blocks 5, 6, 10 through 14 will be specified by individual order.

NOTE: A final report will be a compilation of previous status reports and labelled as a final report.

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

PREPARED BY <i>Charles Clark</i> CHARLES B. CLARK		H. DATE 28 Jul 94	L. APPROVED BY <i>Cattie A. Moninger</i>	L. DATE 8/4/94
---	--	----------------------	---	-------------------

(1 Day: 1999)

Form. approved
OMB No. 0704-0188

Exhibit
Page 8 of 8

Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Commerce, Washington Headquarters Service, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send comments to the Government Printing Contractors Office for the GSA, Suite 2, Room 2.

[illegible]

17. PRICE GROUP	
18. ESTIMATED TOTAL PRICE	

1. PREPARED BY <i>Charles Clark</i> CHARLES B. CLARK	2. DATE <i>25 Jul 94</i> 28 Jul 94	3. APPROVED BY <i>Cathie A Mouningsha</i>	4. DATE <i>8/4/94</i>
--	--	--	--------------------------

F33657-95-D-29
Page 60

GENERAL NOTES

FOR

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. The CDRL contained in the following DD Form 1423 pages has been developed in accordance with the requirements of the following documents:

- a. Air Force Regulation 310-1, "Management of Contract Data"
- b. DOD 5010.12-L "Acquisition Management System and Data Requirements Control List"

2. Approval of Data. When Code "A" is shown in Block 8 of the DD form 1423, Air Force response in letter form is anticipated within 45 days of receipt of the data unless otherwise noted in the CDRL. The data may be submitted in final form unless specified otherwise. If the Air Force disapproves the data, the contractor shall submit a revised document within 30 days after receipt of the response unless otherwise indicated.

3. Public Law 96-511 - Compliances:

Standard Data Item Descriptions (DIDs) used in this CDRL were approved for use by the Acquisition Management System and Data Requirements Control List (AMSDL), DOD 5010.12L, and the OMB Control No. 0704-0188 covers these DIDs.

4. List of Abbreviations

Some of the following abbreviations may be used throughout the CDRL:

AOD	- Days after as of date
DAC	- Days after contract start date
MAC	- Months after contract start date
BI-WE	- Each two (2) weeks
MTHLY	- Monthly
BI-MO	- Each two (2) months
QRTLY	- Quarterly
ANNLY	- Annually
SEMIA	- Each six (6) months
OTIME	- One Time
ONE/R	- One Time and revisions
R/ASR	- Revisions as required

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

For. Approved
OAS No. 0704-0189

Public Reporting Burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Commerce, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0108), Washington, DC 20503. Send GO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office for the Computer File. Send in Plain L.

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT		C. CATEGORY: TED TM OTHER	
D. SYSTEM/ITEM SPEC COMP FUNC SPT		E. CONTRACT/PR NO. F33657-94-R-0024		F. CONTRACTOR TED	
1. DATA ITEM NO. A0001		2. TITLE OF DATA ITEM PRESENTATION MATERIAL		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-A-3024A		5. CONTRACT REFERENCE SOW PARA 3.0		6. REQUESTING OFFICE ASC/EMP	
7. DD FORM NO. LT	8. DIST STATEMENT REQUIRED TED	10. FREQUENCY BLK 16	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION	
9. APP CODE A		11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	14. ADDRESSEE	
16. REMARKS				14. COPIES Credit Final Reg App	

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

a. Blocks 5, 6, & 8 through 14 will be specified by individual order.

[illegible]

3. PREPARED BY <i>Charles Clark</i> CHARLES B. CLARK	H. DATE <i>28 Jul 94</i> 28 Jul 94	L. APPROVED BY <i>Cathi A. Moninger</i>	J. DATE <i>8/4/94</i>
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